

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 3</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0002</div>		3. EFFECTIVE DATE <div style="text-align: center;">17-Sep-2003</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W16ROE-3196-8552</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090		7. ADMINISTERED BY (If other than item 6) CODE <div style="text-align: center; font-weight: bold;">See Item 6</div>					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW51-03-B-0018			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 22-Aug-2003			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is to make changes/clarifications to the plans and specifications for "Port Jersey Channel, Contract No. 2, Bayonne, New Jersey Project," Bid Opening Date is extended FROM 22 September 2003 at 2:00 P.M. TO 09 October 2003 at 2:00 P.M., local time, Room 1841. Bidders must acknowledge receipt of this amendment by the date specified in the solicitation (or as amended) by one of the following methods: By signing Block 15 below, by separate letter, or by telegram. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTIONS OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATION OF BIDS, OR LATE WITHDRAWAL OF BIDS (FAR 14.304) All other terms and conditions remain the same Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 17-Sep-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

AMENDMENT 0002

DACW51-03-B-0018

Amendment No. 2

Bid opening date, originally scheduled for 22 September 2003 at 02:00 P.M. is hereby changed to 9 October 2003 at 02:00 P.M., local time.

1. The following changes shall be made to the specifications and plans.

1) SPECIFICATIONS:**SECTION 00700**

- 1- Add the following clause to section 00700:

Add clause 52.228-15.

52.228-15 Performance and Payment Bonds--Construction (JUL 2000)-.

SECTION 00800

- 1-Delete paragraph 1.40, Notes On Estimating Rock Elevations, in its entirety.

SECTION 02900

- 1-Delete section 029000 paragraphs 5.5.1 and 6.1 in their entirety, and replace them with the attached.

2) DRAWINGS:

- 1-The following drawings which accompany, have been amended:

Drawings: CC-PJC-301 to 304; Drawing Changes and Date was added.

Drawings: CC-PJC-305 to 311; Date was added.

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

(End of Summary of Changes)

SECTION 02900

5.5 Order and Sequence of Work

5.5.1 The contractor is required to remove the overlying non-rock material unsuitable for placement at the HARS prior to the start of dredging the HARS materials in each area. All non-Rock dredged material capable of being removed using an "environmental" bucket shall be removed with an "environmental" bucket. If after the Contractor has used the "environmental" bucket and has not achieved **the elevations identified on the Plan Sheets**, the Contractor shall use a conventional bucket to remove the non-rock material to **the elevations required on the Plan Sheets. Use of a conventional bucket to remove upland material is restricted to those areas that did not achieve the elevations required on the Plan Sheets.**

Upon completion of dredging of non-rock material unsuitable for HARS placement w/ the environmental bucket, the contractor shall notify the contracting officer for a final inspection to insure all up-land material that can be dredged w/ the environmental bucket has been removed. This inspection shall include a survey in accordance with the survey standards listed in EC 1130-2-210, HYDROGRAPHIC SURVEYING, 1 October 1998 for Class I surveys. Removal of non-rock material unsuitable for HARS placement with a conventional bucket cannot commence until after the Contracting Officer's Representative has approved the inspection.

6. Dredging and Disposal of "Non-rock materials" unsuitable for placement at the HARS

6.1 The "non-rock" dredged material composed of the material identified in para. 2.2.1.2 item numbers 1 through 5 that are deposited within the dredging limits as shown on the contract drawings is considered unsuitable for placement at the HARS (except in CLIN 0003 if exercised). All non-Rock dredged material capable of being removed using an "environmental" bucket shall be removed with an "environmental" bucket. If after the Contractor has used the "environmental" bucket and has not achieved **the elevations required on the Plan Sheets**, the Contractor shall use a conventional bucket to remove the non-rock material to **the elevations required on the Plan Sheets.**

Upon completion of dredging of non-rock material unsuitable for HARS placement w/ the environmental bucket, the contractor shall notify the contracting officer for a final inspection to insure all up-land material that can be dredged w/ the environmental bucket has been removed. This inspection shall include a survey in accordance with the survey standards listed in EC 1130-2-210, HYDROGRAPHIC SURVEYING, 1 October 1998 for Class I surveys. Removal of non-rock material unsuitable for HARS placement with a non-environmental bucket cannot commence until after the Contracting Officer's Representative has approved the inspection. These dredged materials shall be disposed of at the disposal site designated by the Government. The Contractor Quality Control (CQC) personnel, the Contracting Officer Representatives, and USACE certified Dredge/Disposal Inspector shall jointly determine the character of materials to be disposed of at the non-ocean placement site or designated upland disposal sites.

The Corps Certified Inspector shall complete the dredge & placement log for dredged material unsuitable for HARS placement and submit it with the daily CQC report.